

SERIAL 04130 - ROQ

JEWISH RELIGIOUS SERVICES – MCSO

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **JEWISH RELIGIOUS SERVICES – MCSO (NIGP 96271)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 30, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

(Please remove Serial 01194-ROQ from your contract notebooks)

INVITATION FOR APPLICATION/ROQ FOR: **JEWISH RELIGIOUS SERVICES (NIGP 96271)**

1.0 **INTENT:**

The intent of this Review of Qualifications is to identify qualified providers to procure the services of Jewish Religious Professionals to provide religious services to individuals incarcerated in the Maricopa County Jails. Maricopa County reserves the right to add additional providers to this contract, as requirements may demand.

2.0 **SCOPE OF WORK, FEES/COMPENSATION, SPECIAL REQUIREMENTS:**

2.1 **SERVICES:**

- 2.1.1 Contractor shall provide religious services, religious instructions, and pastoral care, as required by the religious group organization represented by the Contractor to Maricopa County Jail inmates.
- 2.1.2 Pastoral Services shall be provided in accordance with a written schedule from the Sheriff's Inmate Programs Division Commander and/or Religious Services Section Commander. Provider shall give priority to responding to individual inmate requests for Jewish dietary and pastoral needs. The remaining hours shall be allocated to conducting worship services, scripture studies, and pastoral counseling as assigned by Religious Services Section Commander.
- 2.1.3 Contractor shall provide said services on a basis that meets the religious needs of the offenders and as prescribed by the Sheriff's Inmate Programs Division Commander. Contractor's activities shall be subject to the approval and supervision of the Sheriff's Inmate Programs Division Commander and/or Religious Services Section Commander.
- 2.1.4 The County shall provide an available meeting place in the facility assigned to the Contractor for religious purposes.

2.2 **COMPENSATION/FEES:**

- 2.2.1 *Hourly rate is predetermined, by the County, at \$17.00 per hour. Stated hourly rate is firm and not negotiable.* Hourly rate is to cover worship services and counseling, subject to acceptance and approval by the County of services rendered.
- 2.2.2 Work schedule is currently 15 (fifteen) hours per week, although the number of hours is subject to change based upon the needs of the County.
- 2.2.3 No mileage allowance shall be provided.
- 2.2.4 Compensation/Fee hourly rate adjustments will be determined by the Maricopa County Sheriff's Department, when the contract is evaluated for renewal. In no case will the contract rate increase exceed the current Producer Price Index (PPI). Rate increases are at the discretion of the County and are not guaranteed.
- 2.2.5 Contractor shall submit a signed Inmate Services Monthly Activity Report (invoice) by the tenth (10th) work day of each month for services rendered the previous month. The invoice must reflect County contract number, as well as the date, time, and jail location for which services were provided.
- 2.2.6 Any purchases of materials required by the Contractor to fulfill the terms of the contract *shall be approved in advance* by the County through the Inmate Programs Division Commander and acquired in conformance with the County's Procurement Code.

- 2.2.7 Contractor shall be responsible for any and all taxes, permit, or authorizations that may be required by laws of the federal, state, or local government.

2.3 SPECIAL REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES ON JAIL PREMISES:

- 2.3.1 Contractor shall fully comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services with detention facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. *Contractors under investigation may be denied access to the jail premises until such time as the investigation is complete.*
- 2.3.2 Every person entering the jail premises is subject to search in accordance with state law.
- 2.3.3 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Inmate Programs Commander and/or Religious Services Section Commander.
- 2.3.4 The Sheriff's Inmate Programs Commander and/or Religious Services Section Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail. The Contractor is required to inform the Sheriff's Inmate Programs Commander of any activities or changes in personal status that conflict with any MCSO policies, procedures, or detention regulations.
- 2.3.5 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.
- 2.3.6 Contractors who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract are required to submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class. *Completion of the background check and attendance/completion of the no cost security class is required prior to the contractor providing any services under this contract.* The jail entry badges will be created at this time also. An annual background check for security clearance purposes may be made by MCSO. Failure to maintain security clearance may result in termination of the contract. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party.

2.4 WHAT TO SUBMIT AS A RESPONSE TO THIS ROQ:

- 2.4.1 **ATTACHMENT A**
- 2.4.2 **ATTACHMENT B**
- 2.4.3 **ATTACHMENT C**
- 2.4.4 **ATTACHMENT D**
- 2.4.5 **LETTER OF INTEREST**
- 2.4.6 **RESUME OR CV WITH DETAILED INFORMATION RELATED TO EXPERIENCE AND EDUCATION**

2.4.7 CREDENTIALS (COPIES OF LICENSES, DIPLOMAS, CERTIFICATIONS, ETC.)

2.5 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 DELIVERY OF SERVICES:

It shall be the Contractor's responsibility to meet the County's service/delivery requirements, as called for in the Statement of Work. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to adequately provide services and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EVALUATION CRITERIA:

The evaluation of this ROQ will be based on, but not limited to, the following:

3.3.1 Qualifications

3.3.2 Experience

3.3.3 Determination of responsibility

3.4 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.5 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.6.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined

single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

- 3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

- 3.6.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

- 3.6.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Stephen Krausnick, Procurement Manager, MCSO
602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and four (4) "copies" (labeled). All responses shall be complete, inclusive of all attachments, letter of interest, CV or resume, etc., as requested in the solicitation. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

HOWARD B TABAKNEK, 5133 E MARINO DRIVE, SCOTTSDALE, AZ 85254

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET P086604/B0600848 NIGP 96271

1.0 PRICING

SERVICE DESCRIPTION

HOURLY RATE

JEWISH RELIGIOUS SERVICES

\$17.00/hour

Vendor/contractor signature below indicates understanding and agreement with the pre-determined compensation/fee hourly rate referenced above. The hourly rate noted above is firm and not negotiable. Determinations concerning adjustments to the stated hourly rate are at the discretion of the MCSO, see Section 2.2.4.

Howard Tabaknek

08/17/04

Signature:

Date:

Terms: NET 10

Federal Tax ID Number: Private

Vendor Number: G031378638

Telephone Number: 602/482-5223

E-mail Address: htabaknek@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2007.**